ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 438

ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಆಯನೂರು ಮಂಜುನಾಥ್ (ಪದವೀಧರ ಕ್ಷೇತ್ರ)

ಉತ್ತರಿಸ ಬೇಕಾದ ದಿನಾಂಕ : 19.07.2019

ಉತ್ತರಿಸಬೇಕಾದ ಸಚಿವರು : ಮಾನ್ಯ ಉಪ ಮುಖ್ಯಮಂತ್ರಿಯವರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ	ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ ನೌಕರರ ಕ್ಷೇಮಾಭಿವೃದ್ಧಿ ಸಂಘಕ್ಕೆ ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ. 1/4, 7/1, 7/5, 7/6, 7/8 ಮತ್ತು 7/9 ರಲ್ಲಿನ ಜಮೀನುಗಳನ್ನು ನೋಂದಾಯಿತ ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಡದೇ ಸದರಿ ಜಮೀನುಗಳನ್ನು ಪರಿಷ್ಕೃತ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿ ಸೇರಿಸಲು ಅವಕಾಶವಿದೆಯೇ; ಇಲ್ಲದಿದ್ದಲ್ಲಿ ಈ ಅಕ್ರಮಕ್ಕೆ ಕಾರಣರಾದ ನೌಕರರ ವಿರುದ್ಧ ಕೈಗೊಂಡ ಕ್ರಮಗಳೇನು;	ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ ನೌಕರರ ಕ್ಷೇಮಾಭಿವೃದ್ಧಿ ಸಂಘಕ್ಕೆ ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ. 1/4, 7/1, 7/5, 7/6, 7/8 ಮತ್ತು 7/9 ರಲ್ಲಿನ ಜಮೀನುಗಳನ್ನು ನೋಂದಾಯಿತ ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಡದೇ ಸದರಿ ಜಮೀನುಗಳನ್ನು ಪರಿಷ್ಕೃತ ಬಡಾವಣೆಯ ನಕ್ಷೆಯಲ್ಲಿ ಸೇರಿಸಲು ಅವಕಾಶವಿರುವುದಿಲ್ಲ. ಈ ಅಕ್ರಮಕ್ಕೆ ಕಾರಣರಾದವರ ಅಧಿಕಾರಿ / ನೌಕರರುಗಳ ವಿರುದ್ಧ ಶಿಸ್ತಿನ ಕ್ರಮ ತೆಗೆದುಕೊಳ್ಳಲು ಕಾರಣಾಪೇಕ್ಷಿತ ಪತ್ರವನ್ನು ನೀಡಲಾಗಿದೆ.
ಆ	ಪ್ರಾಧಿಕಾರದ ನಿಯಮಾವಳಿಗಳನ್ವಯ ಸಿ.ಎ ನಿವೇಶನಗಳನ್ನು ಹಂಚಿಕೆ ಮಾಡಲು ಕೈಗೊಳ್ಳುವ ಪ್ರಕ್ರಿಯೆಯ ವಿಧಾನಗಳಾವುವು; (ನಿಯಮದ ಪ್ರತಿ ಒದಗಿಸುವುದು)	ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದಿಂದ ಸಿ.ಎ.ನಿವೇಶನಗಳ ಹಂಚಿಕೆ ನಿಯಮಾವಳಿ 1989 ರಂತೆ ಪ್ರಾಧಿಕಾರದಿಂದ ಪತ್ರಿಕಾ ಪ್ರಕಟಣೆ ಹೊರಡಿಸುವ ಮೂಲಕ ಅರ್ಹ ಸಂಘ/ಸಂಸ್ಥೆಗಳಿಂದ ಅರ್ಜಿಗಳನ್ನು ಆಹ್ವಾನಿಸಿ ನಂತರ ಸಿ.ಎ.ನಿವೇಶನ ಹಂಚಿಕೆ ಉಪಸಮಿತಿ ನಿರ್ಣಯದಂತೆ ಅರ್ಹ ಸಂಘ/ಸಂಸ್ಥೆಗಳ ಪರವಾಗಿ 30 ವರ್ಷಗಳ ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಹಂಚಿಕೆ ಮಾಡಲು ನಿರ್ಣಯ ಕೈಗೊಳ್ಳಲಾಗುವುದು. (ನಿಯಮದ ಪ್ರತಿಯನ್ನು ಅನುಬಂದ-1 ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ)
ಇ	ಲಿಂಗಧೀರನಹಳ್ಳಿ ಬಡಾವಣೆಯ ಸುಮಾರು 01 ಎಕರೆ ವಿಸ್ತೀರ್ಣದ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಯಾರಿಗೆ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆ. (ಪ್ರಾಧಿಕಾರದ ಮಂಡಳಿ ಸಭೆಯಲ್ಲಿ ಅನುಮತಿಸಿದ ಠರಾವಿನ ಪ್ರತಿ ಒದಗಿಸುವುದು ಮತ್ತು ಗುತ್ತಿಗೆ ಕರಾರು ಪತ್ರ ಒದಗಿಸುವುದು)	ಲಿಂಗಧೀರನಹಳ್ಳಿ ಬಡಾವಣೆಯ ಸುಮಾರು 01 ಎಕರೆ ವಿಸ್ತೀರ್ಣದ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಹಂಚಿಕೆ ಮಾಡಲು ಪ್ರಾಧಿಕಾರದ ಸಭೆಯಲ್ಲಿ ತೀರ್ಮಾನವಾಗಿರುವುದಿಲ್ಲ. ಆದರೆ, ಪ್ರಾಧಿಕಾರದ ಆಯುಕ್ತರವರ ಆದೇಶ ದಿನಾಂಕ:30.09.2015 ರಂತೆ ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದ ನೌಕರರ ಕ್ಷೇಮಾಭಿವೃದ್ಧಿ ಸಂಘಕ್ಕೆ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆ. (ಆಯುಕ್ತರ ಆದೇಶ ದಿನಾಂಕ:30.09.2015 ರ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-2 ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ) ಆದರೆ, ಈ ಬಗ್ಗೆ ಪ್ರಾಧಿಕಾರದಿಂದ ಗುತ್ತಿಗೆ ಕರಾರು ಪತ್ರವನ್ನು ನೋಂದಾಯಿಸಿಕೊಟ್ಟಿರುವುದಿಲ್ಲ.

ಈ	ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಪರಿತ್ಯಾಜನಾ ಪತ್ರದ ಮೂಲಕ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ನೋಂದಾಯಿಸಿ, ನಂತರ ಸಂಘದವರು ಖಾಸಗಿಯವರಿಗೆ 30 ವರ್ಷಗಳ ಗುತ್ತಿಗೆಕರಾರು ಪತ್ರವನ್ನು ನೋಂದಾಯಿಸಲು ಅವಕಾಶವಿದೆಯೇ; ಇಲ್ಲದಿದ್ದಲ್ಲಿ, ಸಂಘದವರು ಗುತ್ತಿಗೆ ಕರಾರು ಪತ್ರವನ್ನು ನೋಂದಾಯಿಸಿರುವುದು ನಿಜವೇ; ನೋಂದಾಯಿಸಿದ್ದಲ್ಲಿ ಕೈಗೊಂಡಿರುವ ಕ್ರಮಗಳೇನು;	ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಪರಿತ್ಯಾಜನಾ ಪತ್ರದ ಮೂಲಕ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ನೋಂದಾಯಿಸಿ ನಂತರ ಸಂಘದವರು ಖಾಸಗಿಯವರಿಗೆ 30 ವರ್ಷಗಳ ಗುತ್ತಿಗೆಕರಾರು ಪತ್ರವನ್ನು ನೋಂದಾಯಿಸಲು ಅವಕಾಶವಿರುವುದಿಲ್ಲ. ನೌಕರರ ಕ್ಷೇಮಾಭಿವೃದ್ಧಿ ಸಂಘದವರು ಖಾಸಗಿ ವ್ಯಕ್ತಿಗೆ ಮೊದಲಿಗೆ ಶುದ್ಧಕ್ರಯಪತ್ರ ನೋಂದಾಯಿಸಿಕೊಟ್ಟಿದ್ದು, ನಂತರ ಶುದ್ಧಕ್ರಯಪತ್ರ ನೋಂದಾಯಿಸಿಕೊಟ್ಟಿರುವುದನ್ನು ಗುತ್ತಿಗೆ ಎಂದು ತಿದ್ದುಪಡಿ ಪತ್ರವನ್ನು ನೋಂದಾಯಿಸಿರುತ್ತಾರೆ. ಖಾಸಗಿ ವ್ಯಕ್ತಿಗೆ ಶುದ್ಧ ಕ್ರಯ ಪತ್ರವನ್ನು ನೊಂದಾಯಿಸಿರುವುದರಿಂದ ಸದರಿ ಶುದ್ಧ ಕ್ರಯ ಪತ್ರವನ್ನು ರದ್ದುಗೊಳಿಸುವ ಬಗ್ಗೆ ಸಿಟಿ ಸಿವಿಲ್ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಓ.ಎಸ್. ಸಂಖ್ಯೆ:842/2019 ನ್ನು ದಾಖಲಿಸಲಾಗಿದೆ.
ಉ	ಸದರಿ ಬಡಾವಣೆಯ ಅಕ್ರಮಗಳ ಬಗ್ಗೆ ಪ್ರಾಧಿಕಾರದ ಜಾಗೃತದಳದ ಎಸ್.ಪಿ. ರವರು ತನಿಖಾ ವರದಿಯನ್ನು ಸಲ್ಲಿಸಿರುವುದು ನಿಜವೇ; (ಪ್ರತಿ ಒದಗಿಸುವುದು) ಅಕ್ರಮಗಳಲ್ಲಿ ಭಾಗಿಯಾದವರ ವಿರುದ್ಧ ಕ್ರಿಮಿನಲ್ ಕೇಸ್ ದಾಖಲಿಸಬೇಕೆಂದು ಆಯುಕ್ತರು ಸೂಚಿಸಿರುವುದು ನಿಜವೇ; ಇದ್ದಲ್ಲಿ ಕೈಗೊಂಡ ಕ್ರಮಗಳೇನು?	ಹೌದು. ತನಿಖಾ ವರದಿಯ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-3 ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ. ಅಕ್ರಮಗಳಲ್ಲಿ ಭಾಗಿಯಾದವರ ವಿರುದ್ಧ ಕ್ರಿಮಿನಲ್ ಕೇಸ್ ದಾಖಲಿಸಬೇಕೆಂದು ಪ್ರಾಧಿಕಾರದ ಆಯುಕ್ತರು ಸೂಚಿಸಿರುತ್ತಾರೆ. ಅಕ್ರಮಗಳಲ್ಲಿ ಭಾಗಿಯಾದವರ ವಿರುದ್ಧ ಕ್ರಿಮಿನಲ್ ಕೇಸ್ ದಾಖಲಿಸುವ ಬಗ್ಗೆ ಪ್ರಾಧಿಕಾರದ ವತಿಯಿಂದ ಕ್ರಮಕೈಗೊಳ್ಳಲಾಗುತ್ತಿದೆ.

ಸಂ: ನಅಇ 62 ಬೆಂಆಸೇ 2019

(ಡಾ॥ ಜಿ.ಪರಮೇಶ್ವರ)
ಉಪ ಮುಖ್ಯಮಂತ್ರಿ

అనుబంధం-1

[1]THE BANGALORE DEVELOPMENT AUTHORITY (ALLOTMENT OF CIVIC AMENITY SITES) RULES, 1989

CONTENTS

(As amended by Notification No. UDD 75 MNJ 98, dated 23-4-1998)

GSR 72.—In exercise of the powers conferred by Section 69 of the Bangalore Development Authority Act, 1976 (Karnataka Act 12 of 1976), the Government of Karnataka, hereby makes the following rules, namely.—

1. Published in the Karnataka Gazette, dated 30-3-1989, vide Notification No. HUD 238 MNJ 88-89, dated 15-3-1989.

1. Title and commencement.—(1) These rules may be called the Bangalore Development Authority (Allotment of Civic Amenity Sites) Rules, 1989.

(2) They shall come into force at once.

2. Definitions.—In these rules, unless the context otherwise requires.—

(a) "Act" means the Bangalore Development Authority Act, 1976 (Karnataka Act 12 of 1976);

(b) "Civic Amenity site" means a site earmarked for civic amenity in a layout formed by the authority or a site earmarked for civic amenity in a private layout approved by the authority and relinquished to it;

(c) "Form" means a form appended to these rules;

(d) "Institution" means an institution, society or an association registered under the Karnataka Societies Registration Act, 1960 (Karnataka Act 17 of 1960) or a Co-operative Society registered under the Karnataka Co-operative Societies Act, 1959 (Karnataka Act 11 of 1959) or a trust created wholly for charitable educational or religious purpose;

(e) "Lease amount" means the rent as may be fixed by the authority having regard to all relevant factors including the market value of the site;

(f) "Lessee" means an institution to which a civic amenity site is allotted and which has entered into an agreement with the authority in that behalf;

(g) "Section" means a section of the Act;

(h) Words and expressions used herein but not defined shall have the meaning respectively assigned to them in the Bangalore Development Authority Act, 1976.

CASE LAW

Rule 2(b) — Petroleum outlet — Long term lease of civic amenity site for opening of — Since State Government, in exercise of power conferred on it by Act, has issued notification specifying "petroleum outlet" also as civic amenity, lease, held, is according to law — Since grant of lease is to Government company, want of public auction, would not vitiate grant, as such company is entitled under rules to such allotment — Since, in common parlance, "petroleum outlet" includes "diesel outlet", sale of diesel by lessee, held, is not violative of terms and conditions of lease.

N.K. Jain, C.J. and V.G. Sabhahit, J., Held: Section 2(bb)(vi) enables Government to issue notification specifying civic amenity and in exercise of said power notification was issued on 29-8-1990. Mere fact that diesel is not specifically mentioned would not vitiate grant of lease for opening outlet as the term "petroleum outlet" is used in common parlance. Since second respondent is a Government company, in view of Civic Amenity Site Allotment Rules question of auction would not arise. Petitioners have failed to prove that impugned action of lease of site to second respondent violates fundamental rights or any legal right of the public. — *Aicoboo Nagar Residents Welfare Association, Bangalore v Bangalore Development Authority, Bangalore*

and Another, 2002(6) Kar. L.J. 260A (DB) : ILR 2002 Kar. 4705 (DB).

3. Offer of civic amenity sites for allotment.—(1) The authority may out of the Civil amenity sites available in any area reserve such number of sites for the purpose of providing civil amenity referred to in sub- clauses (i) and (v) of clause (bb) of Section 2, by the Central Government, the State Government, Corporation or by a body established by the Central Government or the State Government.

(2) After making reservation under sub-rule (1) the authority may, subject to Section 38-A and general or special orders of the Government, and having regard to the particulars type of civic amenity required to be provided in any locality offer such of the remaining civic amenity sites for the purpose of allotment on lease basis to any institution:

Provided that the authority shall while so offering the civic amenity sites reserve eighteen per cent of such sites for being allotted to an institution established exclusively for the benefit of Schedule Castes the majority of members of which consists of persons belonging to Schedule Castes and three per cent of such sites to an institution established exclusively for the benefit of Scheduled Tribes the majority of members of which consists of persons belonging to Scheduled Tribes, and if at the time of making allotment sufficient number of such institutions are not available the remaining sites so reserved may be allotted to other institutions.

(3) Due publicity shall be given in respect of civic amenity sites so offered for leasing to the institutions, specifying their location, number, dimension, purpose, and last date for submission of application and such other particulars as the Commissioner may consider necessary, by affixing a notice on the notice board of the office of the authority and also by publishing in not less than two daily news papers in English and Kannada having *vide* circulation in the City of Bangalore.

CASE LAW

Rule 3(3) — Offer of civic amenity sites for allotment — Rule requiring Authority to give due publicity to — Application of Rule is not attracted for leasing out sites remaining after reservation are made, as per direction of Government.

R. Gururajan, J., Held: Sub-rule (2) of Rule 3 says that after making reservation under sub-rule (1) the Authority may, subject to Section 38-A and general or special orders of the Government and having regard to the particular type of civic amenity required to be provided in any locality offer such of the remaining civic amenity sites for the purpose of allotment on lease basis to any institution. . . . A careful reading of Rule 3 would show that Rule 3(2) is subject to Section 38-A and general or special orders of the Government in the matter. When there is a standing order of the Government in the matter of lease of the land to BDA, the question of violating Rule 3 does not arise. Rule 3 would apply to only to such cases which are not governed under Section 38-A of the Act. — *NAL Layout Residents' Association, Bangalore and Another v Bangalore Development Authority and Another*, 2005(3) Kar. L.J. 86.

4. Disposal of sites reserved.—Notwithstanding any thing these rules, the sites reserved under sub-rule (1) of Rule 3 may be allotted to the catego-

ries specified therein on lease basis by the authority for the purposes of providing civic amenity subject to such terms and conditions as may be specified by it.

CASE LAW

S. 4 — Allotment of C.A. site reserved for playground and college — To start an educational institution by the Society — Whether valid?

HELD: The allotment was made in the year 1994. There was no objection by the petitioners who are the residents of the locality for reserving the site for public amenities. The Authority had leased the property in accordance with the provisions of the Act. The petitioners have not questioned the notification issued by the B.D.A. for allotment. It is not shown as to how these petitioners are affected by the allotment of C.A. site, for the purpose for which it was reserved. There is no violation of the provisions of B.D.A. Act by allotment of C.A. site. — *The Residents of Mico Layout, II Stage, Bangalore and Others v J.S.S. Mahavidya Peetha, Mysore and Others*, 1997(4) **Kar. L.J. 442B.**

5. **Registration.**—(1) Every institution applying for civic amenity site shall register itself with the authority on payment of registration fee specified in the table below. If any institution withdraws the registration, the authority shall refund to such institution the entire registration fee paid it after deducing ten per cent of the registration fee towards service char[illegible] The Registration shall be done in Form I.

TABLE

	Area of site in sq. metres.
1000 and below	Rs. 2,500
Above 1000 but below 2000	Rs. 5,000
2000 and above but below 4000	Rs. 7,500
4000 and above	Rs. 10,000

(2) The Registration once made shall be valid for subsequent allotment unless the institution withdraws the registration.

(3) The registration fee paid shall not be refundable or adjustable if a civic amenity site is allotted to an institution.

6. **Eligibility.**—(1) The authority may allot civic amenity site on lease basis only to an institution which is registered under Rule 5.

(2) Civic amenity site shall not be allotted to any institution unless it has capacity to provide the type of civic amenity for providing which the site is offered.

7. **Principles of Selection of institutions for leasing out civic amenity sites.**—(1) The authority shall consider the case of each institution on its merits and shall have special regard to the following principles in making the selection.—

(a) The objectives and activities of the institution and public cause served by it since its establishment;

(b) The financial position of the institution;

(c) The present location of the institution;

(d) The benefit likely to accrue to the general public of the locality by allotment of the civic amenity site;

(e) The *bona fide* and genuineness of the institution as made out in the annual reports, audit report *etc.*;

(f) The need of the civic amenity site by the institution for providing the civic amenity in question.

(2) For the purpose of sub-rule **(1)**, the authority **may** constitute a separate committee to be called "civic amenity site allotment committee" consisting of three official members and three non- official members. The Chairman of the authority shall be the Chairman of the Civic Amenity Site Allotment Committee.

(3) Subject to the approval of the authority, the decision of the Civic Amenity Site Allotment Committee shall be final.

CASE LAW

Rule 7 — Civic amenity site — Selection of institution for allotment of — Institution not qualified or eligible for allotment cannot question made — Where authority has made allotment after inviting applications and after duly considering cases of all applicants, decision making process followed by authority is to be held as just and proper and Court cannot in exercise of writ jurisdiction, re-examine comparative merits of applicants. — *S.G. Heble and Others v Bangalore Development Authority and Others*, 1997(7) Kar. L.J. 352D.

Rule 7 — Civic amenity site — Institution selected for allotment of, for construction of community hall — Ground for cancellation of allotment — Mere apprehension that institution may utilise community hall to be constructed by it, for commercial purpose by using it as Kalyan Mantap, cannot be ground for cancellation of allotment — It is for authority to take appropriate action if conditions of allotment are violated. — *S.G. Heble and Others v Bangalore Development Authority and Others*, 1997(7) Kar. L.J. 352C.

Rule 7(1) — Civic amenity site — Procedure for selection of institution for allotment of — Case of each institution which has applied for allotment has to be considered — Where in respect of particular civic amenity site, allotment made to one applicant-institution, without considering cases of other applicants on merits, is to be held vitiated and liable to be quashed.

Chandrashekaraiah, J.,—Sub-rule (1) of Rule 7 provides that the authority shall consider the case of each institution on its merits. Sub-rule (2) of Rule 7 provides for constitution of the Committee for the purpose of allotment of Civic Amenities Sites. Pursuant to sub-rule (2) of Rule 7, the Committee has been constituted. The B.D.A. has placed all the applications filed before the Committee. Sub-rule (1) of Rule 7 provides that every application filed by the institution is to be considered on its own merits. From the proceedings, it is seen that there is no consideration of any of the application filed seeking allotment of Site No. 4 of Pillanna Garden by the Committee. Therefore, selection of respondent 2 without considering the other applications on their own merit is in breach of sub-rule (1) of Rule 7 of the Rules. . . .

The B.D.A. has not produced any material to show that each of the applications filed has been considered on merits. If that is so, the allotment of site made by the B.D.A. on the basis of the selection made by the Committee is totally illegal and is liable to be quashed. — *Vineeth Education Society (R), Bangalore v The Bangalore Development Authority, Bangalore and Another*, **1999(6) Kar. L.J. 101.**

8. Lease amount of the allotted to institutions.—(1) The lease amount of the site to be allotted on lease basis in any area shall be fixed by the authority.

(2) The lease amount may be notified while inviting or in annual instalments during the lease period.

(3) The lease amount of a site notified while inviting applications may be altered by the authority and the institutions may accept the site at the altered rate or decline allotment.

(4) Allotment may be made at fifty per cent of the lease amount fixed by the authority in the following case.—

(a) Institutions established for the welfare of physically and mentally handicapped;

(b) Educational institutions running the schools in only Kannada medium;

(c) The departments of the Central Government or the State Government, Corporation, or a body established by the Central Government or the State Government.

CASE LAW

Rule 8 — Allotment of site — Resolution for — Mere passing of resolution by Authority to allot particular site at specified rate does not create any right in applicant unless allotment letter is issued to him.

HELD: The site that was proposed to be allotted under Resolution dated 16-4-1994 was not available and as a result of which the petitioner was not issued the allotment letter. Since allotment letter was not issued to the petitioner, the petitioner did not accrue any right on the said site. — *Matadahally Jagajivan Ram Sarvodaya Sangha (Registered), Bangalore v Bangalore Development Authority, Bangalore*, **1999(2) Kar. L.J. 212B.**

Rule 8(3) — Lease amount — Alteration of — Authority is competent to alter lease amount notified while calling for applications — No right vested in applicant to insist that allotment must be at notified rate — Where applicant could not be allotted site notified for allotment in 1994 at Rs. 150 per sq. metre and was therefore, offered alternative site in 1997 at Rs. 650 per sq. metre, choice open to applicant is either to accept offer at altered rate or to decline it.

HELD: Assuming that the rate is the altered rate, as per Rule 8(3) of the Rules it is for the petitioner to accept the same or decline to accept the allotment. The option is left to the petitioner. — *Matadahally Jagajivan Ram Sarvodaya Sangha (Registered), Bangalore v Bangalore Development Authority, Bangalore*, **1999(2) Kar. L.J. 212A.**

9. Application.—(1) The institutions registered under Rule 5 may apply in Form II for allotment of a civic amenity site along with initial deposit at ten per cent of the notified lease amount of the site.

(2) The applications shall be presented in person or sent by registered post so as to reach the office of the Commissioner before the last date and time fixed for the receipt of such applications. The applications received after the due date and time fixed and which are defective and incorrect are liable to be rejected.

10. Conditions of allotment of civic amenity sites.—(1) Allotment of civic amenity sites under these rules shall be on a lease basis for a period not exceeding thirty days.

(2) The institutions to which the civic amenity sites are allotted shall within a period of ninety days from the date of receipt of notice of allotment pay to the authority either the balance lease amount after deducting the initial deposit in one lumpsum or pay the first annual installment of the lease amount in which case initial deposit paid along the application shall be adjusted only towards last installments.

(3) If the lease amount or the annual installment is not paid within the period of ninety days, further extension of time not exceeding sixty days may be given and the institution shall pay in addition, interest at the rate of eighteen per cent on the said amount for the extended period. If the lease amount or the installment is not paid within such extended period also, then registration fee and the initial deposit shall be liable to forfeiture and the allotment cancelled without any period intimation.

(4) After payment under sub-rule (2) or, as the case may be, under sub-rule (3) is made, the authority shall call upon the institution to execute a lease agreement in Form III and after the execution of such agreement by it and the authority, the same shall be registered by the institution. If the agreement is not executed within forty five days after the authority has called upon the institution, to execute such agreement, the registration fee and initial deposit paid by the institution may be forfeited and the allotment of the site cancelled. The amount paid by the institution towards the lease amount shall be refunded to the institution after deducting such expenditure as might have been incurred by the authority.

(5) As soon as may be possible after the registered agreement is submitted to the authority, the possession of the site shall be handed over the lessee. The lease period commences from the date of registration of the lease agreement.

(6) The annual installment shall be paid by the lessee in terms of the lease agreement executed under sub-rule (4).

(7) The lessee shall complete the construction of the building within a period of three years from the date of registration of the lease agreement or [1][such extended period, not exceeding three years, as the Authority may in specified case by written order permit, subject to payment of penalty at such rates as may be notified by the State Government from time to time]. If the building is not constructed within the said period, the allotment may,

1. Substituted for the words "such extended period as the authority may in any specified case by written order permit" by Notification No. UDD 75 MNJ 98, dated 23-4-1998, w.e.f. 24-4-1998

after giving reasonable notice to the institution, be cancelled, the agreement revoked and the lessee evicted from the site by the authority and after forfeiting twelfth and half per cent of the lease amount paid by the institution the authority shall refund the balance to the institution.

(8) With effect from the date of taking possession of the site, the lessee shall be liable to pay the taxes, fees and cesses payable in respect of the civic amenity site and any building erected thereon.

(9) The lessee shall not become the owner of, or derive any title to, the site allotted.

(10) The lessee shall not sub-divide or alienate or create any charge on, the civic amenity site.

(11) The lessee shall exclusively use the site for providing the civic amenity for which it is allotted.

(12) If the lease is not renewed, or has been determined or terminated before the expiry of lease the site allotted along with the buildings thereon shall after the expiry of the lease or as the case may be after the termination or determination of the lease vest in the authority free of cost and free from any encumbrance and the authority shall have right to enter premises and take possession thereof.

(13) The lessee shall comply with the conditions of the agreement executed and other rules, bye-laws of the authority or the Corporation, as the case may be, for the time being in force.

CASE LAW

Rule 10(5) — Possession of site allotted — Failure of authority to hand over to allottee — Allottee who had paid sital value and has executed lease agreement, is entitled to be put in possession of site — Where authority, instead of handing over possession of site, had, after lapse of four years, made fresh allotment of smaller site for higher value in lieu of larger site already allotted, and demanded payment of differential sital value, such action of authority, held, is legally unjustified — *Mandamus* lies to authority to hand over to allottee possession of site in respect of which he had already executed lease agreement.

Mohamed Anwar, J., Held: An application in the prescribed form for allotment of a civic amenity site in Nandini Layout formed by BDA, for the purpose of Community Hall was made by the petitioner to the BDA authorities. On that application, the site measuring 1225 Sq. Mtrs. was duly allotted by the BDA to the petitioner under its order dated 9-8-1994 fixing the price therefor at Rs. 3,67,500/-. The price amount of the said site was also duly paid to the BDA and that the registered lease deed in the prescribed form has been executed. Then what was required on the part of BDA was to put the allottee in actual physical possession of the allotted site. . . The authority was legally duty-bound to deliver possession of the site to the lessee for its enjoyment in terms of the lease deed. Instead of delivering possession of the site to the lessee, the BDA after about 4 years proceed to issue another allotment order dated 3-8-1998 in petitioner's favour, stating that in lieu of the said bigger site measuring 1225 Sq. Mtrs. another smaller site measuring 467 Sq. Mtrs. has been allotted to the petitioner. . . It is not the case of the respondent-BDA that the earlier allotment of the bigger site made under its order dated 9-8-1994 had been fully cancelled. Thus, there was no sufficient legal justification for BDA to take away the said allotted site from the petitioner-lessee

and to compel it to accept another smaller site indicated in its subsequent order dated 3-8-1998 in lieu thereof. . . The impugned Annexure dated 3-8-1998 is quashed. Respondents are directed to deliver to the petitioner-lessee the physical possession of the site shown in the BDA's order dated 9-8-1994 in terms of the lease deed. — *The Secretary, Committee of Management, Sree Siddalingeswara Swamy Shrine, Yediyur, Kunigal Taluk, Tumkur District v The Bangalore Development Authority and Another*, 2002(3) Kar. L.J. 262 : ILR 2001 Kar. 3034.

Rule 10(7) — Petitioner failed to construct a building in accordance with terms and conditions of lease — Cancelled allotment of site — Forfeited entire lease amount paid by petitioner — (i) Whether respondent right in forfeiting entire lease amount? — (ii) Whether respondent can cancel lease without giving adequate opportunity for petitioner? — Due to financial constraints petitioner could not commence construction — Case of petitioner not considered in a proper perspective — Sub-rule (7) of Rule 10 of Rules does not empower respondent to forfeit entire lease amount — At best respondent can forfeit only 12.5% of lease amount and has to refund balance to petitioner — Writ petition allowed — Matter remitted to respondent to reconsider case of petitioner — [Constitution of India, Articles 226 and 227].

K.L. Manjunath, J., Held: It is clear that respondent has not considered the request of the petitioner for extension of time. Only on the ground that petitioner has failed to construct he building within the stipulated time, resolution was passed to forfeit the amount and to cancel the lease. The site in question was leased in favour of the petitioner to commence a Kannada Medium School. According to the petitioner, due to financial constraints, petitioner could not commence the construction. This aspect of the matter has not been considered by the respondent in its resolution dated 13-11-2001. Since the reasons assigned for cancellation of the lease is on an altogether different ground, it has to be held that the case of the petitioner has not been considered by the respondent in a proper perspective. . . . . . While cancelling allotment made in favour of the petitioner, respondent has forfeited the entire lease amount deposited by the petitioner. Sub-rule (7) of Rule 10 of the Bangalore Development Authority (Allotment of Civic Amenity Sites) Rules, 1989, does not empower the respondent to forfeit the entire lease amount. — *Indian Education Society (R), Bangalore v The Commissioner, Bangalore Development Authority*, 2004(6) Kar. L.J. 272 : ILR 2004 Kar. 4349.

11. Voluntary surrender.—An allottee may at any time after the allotment, surrender the civic amenity site allotted by the authority. On such surrender, the authority shall refund the amount paid by the institution to the authority in respect of the said civic amenity site.

Allotment of Civic Amenity Sites Rules, 1989

FORM 1
BANGALORE DEVELOPMENT AUTHORITY

1.	Registration No.	Registration No.
2.	(a) Name of the Person, registered (Institution, society, Association, Public Trust)	(a) Name of the persons regi tered (Institution, society, Association, Public Trust)

	(b) The name of the authorised representative of Institution, the Association, society or public Trust	(b) The name of the authorised representative of Institution, the Association, Society or public Trust.
3.	Address	Address
4.	Has Registration fee been paid Amount D.D. No. Date Name of the Bank and the Branch	Has Registration fee been paid Amount D.D. No. Date Name of the Bank and the Branch
5.	.... Signature of the registered person	.... Signature of the Registered person
	Signature of the Person received the deposit Bangalore Date	Signature of the Person received the deposit Bangalore Date

Allotment of Civic Amenity Sites Rules, 1989

FORM 2

BANGALORE DEVELOPMENT AUTHORITY

Application form for allotment of civic amenity site under the Bangalore Development Authority Allotment of Civic Amenity Sites Rules, 1989

Name of Layout:

The Category of Civic Amenity

1.	(a) Name of the Applicant (Institution, Association, Trust or Society (in Block letters)	
	(b) Name of the Office bearers of the Institution	
	(c) If Institution is registered under any law, number and date of such registration. (Enclose a copy of the certificate of registration)	
2.	The date of the Resolution passed for seeking allotment. (a copy may be enclosed)	
3.	Address of the applicant	
4.	Number of Registration with BDA and date	
5.	Initial deposit Amount: D.D. No.: Date:	
6.	Size of the site applied for:	

7.	How many times have you already applied to the BDA for Civic Amenity site. Give details of application No. with date and initial amount deposited	
8.	Details of the capacity of the institution to provide the type of Civic Amenity for which site is offered.	
9.	Whether your Institution is established exclusively for the benefit of Scheduled Castes/Scheduled Tribes and whether the majority of members belong to Scheduled Castes/Scheduled Tribes	
10.	The objectives and the activities of the institution and public cause served since its establishment. (copy of annual report and audit report, if any may be enclosed).	
11.	The Financial position of your Institution	
12.	Present Location of the Institution.	

I hereby declare that the above information is true to the best of my knowledge and nothing has been concealed. If the above information furnished by me is found to be wrong or false, my application for allotment shall be rejected and the amount paid be forfeited to the BDA.

Bangalore:

Dated: Signature of Applicant.

FORM 3
Lease Agreement

1. That this agreement of lease entered into this. . . . . . . .day of. . . . . . . .One Thousand Nine Hundred and Eighty Nine between the. . . . . hereinafter called the Lessee on the one part and the Bangalore Development Authority, Bangalore represented by its Secretary, hereinafter called the Lessor on the other part. The terms 'Lessee' and 'Lessor' mentioned above in this agreement shall mean and include the successors in office or representatives or assigns witnessesseth as follows.—

2. That the Lessee applied for the lease of Civic amenity site to the Lessor for the benefit and use of the said site for the construction of . . . . .for the specific purpose mentioned hereunder the lessor having agreed to for lease of the scheduled land to the lessee subject to the terms and conditions mentioned hereafter. That the lease property which is more fully described in the scheduled to this agreement has been leased for a period of Thirty years (30 years) commencing from the date of issue of the Possession Certificate.

3. That the lessee having agreed to pay the Lessor the principal of the lease amount of Rs. . . . . (Rupees. . . . .) which is worked out in accordance with the policy decision of the authority.

4. That the lease period of thirty years prescribed in this agreement in the first instance may be renewed subject to the renewal for a period to be determined by the Lessor, on payment of rent of Rs. . . . . only per annum or for any other amount then to be fixed by the Lessor by a separate deed.

5. That the lessee shall use the schedule property only for the purpose of construction of. . . . . .and for providing . . . . . .civic amenity and shall not use it for any other purpose.

6. That the lessee shall not sub-divide or alienate by way of lease or otherwise or create any charge or otherwise deal with the schedule property either wholly or in part.

7. That the Lessee shall obtain licence and start construction of the. . . . . building, as per plan approved and mentioned by the lessor within six months, and will complete the same within two years.

8. That the Lessee shall not put up any permanent structures on the land other than the above mentioned structures specially mentioned hereunder.

9. That the lessee shall not become the owner or derive any title to the property.

10. That the Lessee agrees that the lease amount fixed is tentative and is subject to enhancement and agrees to pay the enhanced lease amount in case the compensation for the land in which the schedule property is included is enhanced by the Court under the Land Acquisition Act.

11. That the Lessee shall not violate or infrimage any of the terms and conditions mentioned above and if Lessee were to violate any of the terms and conditions the Lessor is at liberty to resume the schedule property with thirty days notice to the Lessee and to re-enter the property free of all objections from the lessee or any person claiming through him and the money, if any, paid shall also be liable to be forfeited by the Lessors.

12. That inconsideration of the sum of Rs. . . . . (Rs. . . . .) which the Lessor hereby acknowledge the parties to this agreement with free will and consent set their hands and seals the day above mentioned in this schedule.

SCHEDULE

Civic Amenity site. . . . . .bounded on the:

EAST BY :

WEST By :

NORTH BY :

SOUTH BY :

WITNESSES :

1.

2.

Signature of the Lessor

WITNESSES :

1.

2.

Signature of the Lessee.

[1]THE BANGALORE DEVELOPMENT AUTHORITY (ALLOTMENT OF CIVIC AMENITY SITES) (AMENDMENT) RULES, 1998

In exercise of the powers conferred by Section 69 of the Bangalore Development Authority Act, 1976 (Karnataka Act 12 of 1976), the Government of Karnataka, hereby makes the following rules, further to amend the Bangalore Development Authority (Allotment of Civic Amenity Sites) Rules, 1989, namely.—

1. Title and commencement.—(1) These rules may be called the **Bangalore Development Authority (Allotment of Civic Amenity Sites) (Amendment) Rules, 1998.**

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of Rule 10.—In Rule 10 of the Bangalore Development Authority (Allotment of Civic Amenity Sites) Rules, 1989, in sub-rule (7), for the words "such extended period as the Authority may in any specified case by written order permit", the words "such extended period, not exceeding three years, as the Authority may in specified case by written order permit, subject to payment of penalty at such rates as may be notified by the State Government from time to time" shall be *substituted*.

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1. Published in the Karnataka Gazette, Extraordinary, dated 24-4-1998, *vide* Notification No. UDD 75 MNJ 98, dated 23-4-1998

ಅನುಬಂಧ - 2

ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

ಟಿಪ್ಪಣಿ ಹಾಳೆಯ ಪುಟ ಸಂಖ್ಯೆ : —01— ಕಡತದ ಸಂಖ್ಯೆ : -18-

ವಿಷಯ :

ANNEXURE- A

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆಜ್ಞೆ
(1)	ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಕೆಂಗೇರಿ ಹೋಬಳಿ, ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.6(ಪಿ) ಮತ್ತು 7(ಪಿ) ರಲ್ಲಿರುವ ಸಿ.ಎ.ನಿವೇಶನವನ್ನು ಮಸೀದಿ, ಸರ್ಕಾರಿ ಶಾಲೆ ಹಾಗೂ ದೇವಸ್ಥಾನಕ್ಕೆ ಉಚಿತವಾಗಿ ನೀಡಿದ್ದು, ಈ ಜಾಗದಲ್ಲಿ ಪ್ರಾಧಿಕಾರದ ನೌಕರರಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ಕಲ್ಯಾಣ ಮಂಟಪ ಹಾಗೂ ಶಾಲೆ ನಿರ್ಮಾಣ ಮಾಡುವ ಸಲುವಾಗಿ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಉಚಿತವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವಂತೆ ಅರ್ಜಿಯಲ್ಲಿ ತಿಳಿಸಿರುತ್ತಾರೆ. ಆದ್ದರಿಂದ ಈ ಸಿ.ಎ ನಿವೇಶನದ ಸ್ಥಳ ತನಿಖೆ ಮಾಡಿ, ಪರಿತ್ಯಾಜನ ಪತ್ರದ ಮೂಲಕ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ವಹಿಸಿಕೊಟ್ಟಿರುವ ಬಗ್ಗೆ ಸ್ಥಳ ತನಿಖಾ ವರದಿಯನ್ನು ನಕ್ಷೆ ಸಮೇತ ನೀಡುವಂತೆ ಕೋರಿ ಅನೌಪಚಾರಿಕ ಟಿಪ್ಪಣಿಯನ್ನು ಸಹಿಗಾಗಿ ಸಲ್ಲಿಸಿದೆ. (ಸಹಿ) ಮೇಲ್ವಿಚಾರಕರು) 29/8
(2)	(ಸಹಿ) 29/8/15
(3)	ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಕೆಂಗೇರಿ ಹೋಬಳಿ, ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.6(ಪಿ) ಮತ್ತು 7(ಪಿ) ರಲ್ಲಿರುವ ಸಿ.ಎ.ನಿವೇಶನವನ್ನು ಮಸೀದಿ, ಸರ್ಕಾರಿ ಶಾಲೆ ಹಾಗೂ ದೇವಸ್ಥಾನಕ್ಕೆ ಉಚಿತವಾಗಿ ನೀಡಿದ್ದು, ಈ ಜಾಗದಲ್ಲಿ ಪ್ರಾಧಿಕಾರದ ನೌಕರರಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ಕಲ್ಯಾಣ ಮಂಟಪ ಹಾಗೂ ಶಾಲೆ ನಿರ್ಮಾಣ ಮಾಡುವ ಸಲುವಾಗಿ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಉಚಿತವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವಂತೆ ಅರ್ಜಿಯಲ್ಲಿ ತಿಳಿಸಿದ್ದು, ಸಿ.ಎ ನಿವೇಶನದ ಸ್ಥಳ ತನಿಖೆ ಮಾಡಿ, ಪರಿತ್ಯಾಜನ ಪತ್ರದ ಮೂಲಕ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ವಹಿಸಿಕೊಟ್ಟಿರುವ ಬಗ್ಗೆ ಸ್ಥಳ ತನಿಖಾ ವರದಿಯನ್ನು ನಕ್ಷೆ ಸಮೇತ ನೀಡಿರುತ್ತಾರೆ. ಆದ್ದರಿಂದ ಈ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು ಯಾವ ಉದ್ದೇಶಕ್ಕಾಗಿ ಮೀಸಲಿರಿಸಿದೆ ಎಂಬ ಬಗ್ಗೆ ಮಾಹಿತಿ ನೀಡುವಂತೆ ಕೋರಿ ಕಡತವನ್ನು ನಗರ ಯೋಜನಾ ವಿಭಾಗಕ್ಕೆ ರವಾನಿಸಲು ಆದೇಶ ಕೋರಿದೆ. (ಸಹಿ) ಮೇಲ್ವಿಚಾರಕರು) 15/9
(4)	(ಸಹಿ) 16/9/15

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ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

ಟಿಪ್ಪಣಿ ಹಾಳೆಯ ಪುಟ ಸಂಖ್ಯೆ : ೦2 ಕಡತದ ಸಂಖ್ಯೆ :

ವಿಷಯ :

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆಜ್ಞೆ
5)	T.P/M)
	29/16/9/15
	Shamanna
(6)	ಈ ಕಂಡಿಕೆ(3) ಮತ್ತು ಇದರಂತರ ವಿಭಾಗದವರ ವರದಿಯನ್ನು ಅವಗಾಹನೆಗೆ ತರಲಾಗಿದೆ. ಕೆಂಗೇರಿ ಹೋಬಳಿ [illegible] ಗ್ರಾಮದ ಸ.ನಂ. 6(P) ಮತ್ತು 7(P) ರಲ್ಲಿನ ಪ್ರದೇಶಕ್ಕೆ ಬೆಂ.ಪ್ರಾ.ಪ್ರ. [illegible] ಅನುಮೋದನೆಯಾಗಿರುವ ವಸತಿ ಬಡಾವಣೆಯಲ್ಲಿ ಸಿ.ಎ. ನಿವೇಶನದ ಬಗ್ಗೆ ಮಾಹಿತಿ [illegible] ಸದರಿ ಅನುಮೋದಿತ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿ ಸಿ.ಎ. ಎಂದು ಮಾತ್ರ ಗುರುತಿಸಿದ್ದು, ಯಾವುದೇ ನಿರ್ದಿಷ್ಟವಾದ ಉದ್ದೇಶಕ್ಕೆ ಕಾಯ್ದಿರಿಸಿರುವುದಿಲ್ಲ. RMP-2015 ರಂತೆ ಪ್ರಶ್ನಿತ ಪ್ರದೇಶವನ್ನು ವಸತಿ(ಮುಖ್ಯ) ಎಂದು ವರ್ಗೀಕರಿಸಲಾಗಿದೆ. ಸದರಿ ಸಂಸ್ಥೆಯ [illegible] ಗ್ರಾಮದ ಸ.ನಂ. 15(P), 16(P) ಮತ್ತು 17(P) ರಲ್ಲಿನ ಪ್ರದೇಶಕ್ಕೂ ವಸತಿ ಬಡಾವಣೆ ನಕ್ಷೆ ಅನುಮೋದನೆಯಾಗಿ ಸದರಿ ಅನುಮೋದಿತ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿ ಸಿ.ಎ. ಗಾಗಿ ಕಾಯ್ದಿರಿಸಿದ್ದ ಪ್ರದೇಶವನ್ನು [illegible] [illegible] ಮನೆಯಾಗಿ [illegible] ತೀರ್ಮಾನಿಸಿದ್ದು [illegible] ಸದರಿ ಪ್ರದೇಶವನ್ನು [illegible] ಬಡಾವಣೆ ನಕ್ಷೆ ಅನುಮೋದನೆ ಪಡೆದಿರುತ್ತಾರೆ. ಆದ್ದರಿಂದ [illegible] ಸ.ನಂ. 06(P) ಮತ್ತು 07(P) ಪ್ರದೇಶದಲ್ಲಿನ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿನ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು ಯಾವುದೇ ನಿರ್ದಿಷ್ಟ ಉದ್ದೇಶಕ್ಕೆ ಕಾಯ್ದಿರಿಸದೇ

ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

ಕಛೇರಿ ಹಾಳೆಯ ಪುಟ ಸಂಖ್ಯೆ : -03- ಕಡತದ ಸಂಖ್ಯೆ : ....

ವಿಷಯ : .... -20-

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆಜ್ಞೆ
	ಪ್ರಾಧಿಕಾರದಿಂದ, ಸದರಿ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು [illegible] ಬಗ್ಗೆ [illegible] ಮುಂದಿನ ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ ಕಡತವನ್ನು ಎ.ಡಿ.-I ರವರಿಗೆ [illegible] ಆದೇಶಕ್ಕಾಗಿ ಸಲ್ಲಿಸಿದೆ. [illegible] 18/09/2015
(7)	[illegible] ಸಂ.ಪಿಕೆ - 6 - ರ ಮಾಹಿತಿಯಂತೆ [illegible] ಪ್ರಾಧಿಕಾರದ [illegible] ಮಂಜೂರು [illegible] ಮಾಡುವ [illegible] ಸಲ್ಲಿಸಲಾಗಿದೆ. D.S.I. [illegible] 18.9.15.
8	ಸ.ಅ (ಕ) [illegible] 18/9/15 DS-I
(9)	ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಕೆಂಗೇರಿ ಹೋಬಳಿ. ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.6(ಪಿ) ಮತ್ತು 7(ಪಿ) ರಲ್ಲಿರುವ ಸಿ.ಎ.ನಿವೇಶನವನ್ನು ಮಸೀದಿ. ಸರ್ಕಾರಿ ಶಾಲೆ ಹಾಗೂ ದೇವಸ್ಥಾನಕ್ಕೆ ಉಚಿತವಾಗಿ ನೀಡಿದ್ದು. ಈ ಜಾಗದಲ್ಲಿ ಪ್ರಾಧಿಕಾರದ ನೌಕರರಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ಕಲ್ಯಾಣ ಮಂಟಪ ಹಾಗೂ ಶಾಲೆ ನಿರ್ಮಾಣ ಮಾಡುವ ಸಲುವಾಗಿ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಉಚಿತವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವಂತೆ ಅರ್ಜಿಯಲ್ಲಿ ತಿಳಿಸಿದ್ದು. ಸಿ.ಎ. ನಿವೇಶನದ ಸ್ಥಳ ತನಿಖೆ ಮಾಡಿ. ಪರಿತ್ಯಾಜನ ಪತ್ರದ ಮೂಲಕ ಪ್ರಾಧಿಕಾರಕ್ಕೆ ವಹಿಸಿಕೊಟ್ಟಿರುವ ಬಗ್ಗೆ ಸ್ಥಳ ತನಿಖಾ ವರದಿಯನ್ನು ನಕ್ಷೆ ಸಮೇತ ನೀಡಿರುತ್ತಾರೆ.

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ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

ಟಿಪ್ಪಣಿ ಹಾಳೆಯ ಪುಟ ಸಂಖ್ಯೆ : .... ಕಡತದ ಸಂಖ್ಯೆ : ....

ವಿಷಯ : ....

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆಜ್ಞೆ
10	ಆದ್ದರಿಂದ ಈ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು ಯಾವ ಉದ್ದೇಶಕ್ಕಾಗಿ ಮೀಸಲಿರಿಸಿದೇ ಎಂಬ ಬಗ್ಗೆ ಮಾಹಿತಿ ನೀಡುವಂತೆ ಕೋರಿ ಕಡತವನ್ನು ನಗರ ಯೋಜನಾ ವಿಭಾಗಕ್ಕೆ ರವಾನಿಸಲಾಗಿದ್ದು, ಅವರು ಅನುಮೋದಿತ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿ "ಸಿ.ಎ" ಎಂದು ಗುರುತ್ತಿಸಿದ್ದು, ಯಾವುದೇ ನಿರ್ಧಿಷ್ಟವಾದ ಉದ್ದೇಶಕ್ಕೆ ಕಾಯ್ದಿರಿಸಿರುವುದಿಲ್ಲವೆಂದು ಆರ್.ಎಂ.ಪಿ-2015 ರಂತೆ ಪ್ರಶ್ನಿತ ಪ್ರದೇಶವನ್ನು ವಸತಿ (ಮುಖ್ಯ) ಎಂದು ವರ್ಗೀಕರಿಸಿದ್ದು, ಸರ್ವೆ ನಂ.15(ಪಿ), 16(ಪಿ) ಮತ್ತು 17(ಪಿ) ಪ್ರದೇಶವನ್ನು ವಸತಿ ಬಡಾವಣೆ ನಕ್ಷೆ ಅನುಮೋದಿಸಿದ್ದು, ಅನುಮೋದಿಸಿದ ಬಡಾವಣೆ ನಕ್ಷೆಯಲ್ಲಿ ಸಿ.ಎ.ಗಾಗಿ ಕಾಯ್ದಿರಿಸಿದ್ದ ಪ್ರದೇಶವನ್ನು ಬಹು ಹಿಂದೇ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮಸೀದಿಗಾಗಿ ಹಂಚಿಕೆ ಮಾಡಿದ್ದು, ಸದರಿ ಪ್ರದೇಶವನ್ನು ಹೊರತುಪಡಿಸಿ, ಮಾರ್ಪಡಿತ ಬಡಾವಣೆ ನಕ್ಷೆ ಅನುಮೋದನೆ ಪಡೆದಿರುವುದಾಗಿ ಲಿಂಗಧೀರನಹಳ್ಳಿ ಸರ್ವೆ ನಂ.6(ಪಿ) ಮತ್ತು 7(ಪಿ) ಪ್ರದೇಶದಲ್ಲಿನ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು ಯಾವುದೇ ನಿರ್ಧಿಷ್ಟ ಉಪಯೋಗಕ್ಕೆ ಕಾಯ್ದಿರಿಸದೇ ಇರುವುದರಿಂದ, ಈ ಸಿ.ಎ. ನಿವೇಶನವನ್ನು ನೌಕರರ ವೆಲ್‌ಫೇರ್ ಅಸೋಸಿಯೇಷನ್ ರವರ ಪರವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವ ಬಗ್ಗೆ ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ ಕಡತವನ್ನು ಉ.ಕಾ-1 ವಿಭಾಗಕ್ಕೆ ರವಾನಿಸಿರುತ್ತಾರೆ.
11	ಬಿಡಿಎ ಎಂಪ್ಲಾಯೀಸ್ ವೆಲ್‌ಫೇರ್ ಅಸೋಸಿಯೇಷನ್ (ರಿ) ರವರು ಈಗಾಗಲೇ ಮಸೀದಿ, ಸರ್ಕಾರಿ ಪಾಠಶಾಲೆ ಹಾಗೂ ದೇವಸ್ಥಾನಕ್ಕೆಂದು ಜಾಗವನ್ನು ಉಚಿತವಾಗಿ ನೀಡಿರುವುದರಿಂದ, ಪ್ರಾಧಿಕಾರದ ನೌಕರರಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ಕಲ್ಯಾಣ ಮಂಟಪ, ಹಾಗೂ ಶಾಲೆ ಇನ್ನಿತರೆ ಸೌಲಭ್ಯ ಒದಗಿಸುವ ಸಲುವಾಗಿ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಕೆಂಗೇರಿ ಹೋಬಳಿ, ಲಿಂಗಧೀರನಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.6(ಪಿ) ಮತ್ತು 7(ಪಿ) ರಲ್ಲಿ ರಚಿಸಿರುವ ಸಿ.ಎ ನಿವೇಶನವನ್ನು ಉಚಿತವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವಂತೆ ಕೋರಿರುತ್ತಾರೆ. ಆದ್ದರಿಂದ ಈ ಬಗ್ಗೆ ಸೂಕ್ತ ಆದೇಶವನ್ನು ಕೋರಿ ಮಂಡಿಸಿದೆ. ಮೇಲ್ವಿಚಾರಕರು, 21/9
12	[illegible] 21/9
	[illegible]

ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

ಹಾಳೆಯ ಪುಟ ಸಂಖ್ಯೆ : .... ಕಡತದ ಸಂಖ್ಯೆ : ....

ವಿಷಯ : ....

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆಜ್ಞೆ -22-
	[illegible]
	ಕಾರ್ಯದರ್ಶಿ
4)	[illegible] 30/9
	Commissioner